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FEB 12 2001

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Attorney Docket No.:
8907-057-999

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Sir:

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Petitioner further agrees that this agreement is to run with any patent granted on the above-identified application serial no. 08/852,495 and is to be binding upon the grantees, their successors and their assigns.

Petitioner does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term as presently shortened by any terminal disclaimer of U.S. Patent No. 5,872,237 in the event that said patent later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321(a), has all claims canceled by a reexamination certificate, or is otherwise terminated prior to the expiration of its full statutory term, except for the separation of legal title stated above.

Petitioner hereby confirms that he has reviewed the assignments in the chain of title and, to the best of his knowledge and belief, title is in the Assignee seeking to take action in this matter and that he is empowered to act on behalf of the inventors and Assignee.

Petitioner hereby declares that all statements made herein of his own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issuing thereon.

Respectfully submitted,

Date:

1/25/01



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(Reg. No.)